

## **ADDENDUM TO THE GENERAL PROVISIONS FOR FIRM FIXED-PRICE SUPPLY/SERVICES CONTRACTS, DATED JANUARY 1999**

**NAME CHANGE** – On August 26, 1996, Fernald Environmental Restoration Management Corporation's (FERMCO) name was changed to Fluor Daniel Fernald, Inc. (FDF). As of January 10, 2000, FDF's name was changed to Fluor Fernald, Inc. (Fluor Fernald). All references herein to FERMCO or FDF are understood to refer to the same corporation whose name is now Fluor Fernald. Similarly, any references to FERMCO or FDF in correspondence, memoranda or other writings arising under, relating to or otherwise required by any provision of this contract will be understood to refer to Fluor Fernald as one and the same corporation.

1. **Section A, Clause A.14, Integration of Environment, Safety, and Health into Work Planning and Execution, is deleted in its entirety and replaced with the following:**

### **A.14 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION**

**NOTE: This clause is applicable if the contract involves “complex or hazardous work” (i.e., any on-site project physical work involving construction, D&D, infrastructure improvement, sample collection and analysis, excavation, transportation, or waste material packaging and placement).**

- (a) In performing work under this contract, the Seller shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of the work. The Seller shall exercise a degree of care commensurate with the work and the associated hazards. The Seller shall ensure that management of environment, safety, health, pollution prevention and waste minimization (ES&H) functions and activities becomes an integral but visible part of the Seller's work planning and execution process.
- (b) The Seller shall comply with, and assist FDF and the DOE in complying with, ES&H requirements of all applicable laws and regulations, applicable directives of the DOE and follow the FDF Integrated Safety Management System (ISMS) as described in the FEMP Safety Management System Description and comply with all ISMS requirements described throughout this contract. The Seller shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this contract.
- (c) The Seller is responsible for compliance with the applicable ES&H requirements of this contract regardless of the performer of the work.
- (d) The Seller shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements. If the Seller fails to provide resolution, or if at any time, the Seller's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the

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public, FDF may issue an order stopping work in whole or in part. Any stop work order issued under this clause is without prejudice to any other legal or contractual rights of FDF or any third party. After the issuance of such a stop work order, the Seller may not resume work until FDF, in its sole discretion, issues a written order to Seller requiring the resumption of the work. The Seller shall make no claim for an extension of time or for compensation or damages by reason of, or in connection with, any such work stoppage.

2. **Section A, Clause A.17, title of clause is changed from: “Organizational Conflicts of Interest – Seller and Subcontractors” to: “Seller and Subcontractors”.**
3. **Section A, Clause A.22, Quality Assurance (QA) Rule Program Compliance, is deleted in its entirety and replaced with the following:**

**A.22 QUALITY ASSURANCE (QA) RULE PROGRAM COMPLIANCE (NOV 1999)**

- (a) Applicability. The provisions of this cause apply to any activity carried out pursuant to this contract by the Seller, its subcontractors, suppliers and employees that has the potential to cause radiological harm unless specifically excluded by the Quality Assurance Rule (10 CFR 830.120) or by an approved exemption issued in accordance with 10 CFR Part 820.
- (b) The Seller shall: (1) comply with all applicable requirements of Title 10, CFR, Part 830.120, “Quality Assurance Requirements”; FDF’s Quality Assurance Program (RM-0012, current edition, as revised from time to time), hereinafter referred to as “QAP”; and FDF’s QA Rule Implementation Plan (PL-3029, current edition, as revised from time to time), hereinafter referred to as “QARIP” and (2) implement, document and maintain such programs (e.g., administrative controls, procedures and technical work documents) as necessary to ensure compliance with FDF’s QAP, QARIP, and the QA requirements section of this contract. In all cases, key criteria from the QAP and QARIP which apply to Seller work under this contract shall include organizational interfaces (Criteria 1, “Program”) and reports and deliverables (Criteria 4, “Documents and Records”). The Seller’s programs and associated documents are subject to review at all times by FDF.
- (c) For occasions where reporting to DOE is necessary, the Seller shall report through FDF via the programs identified in paragraph (b) of this clause.
- (d) The Seller shall include the provisions of this clause, including this paragraph (d), in all lower tier subcontracts for any activity that has the potential to cause radiological harm.

4. **Section A, Clause A.73, is added as follows:**

**A.73 LOBBYING RESTRICTION (ENERGY & WATER DEVELOPMENT  
APPROPRIATIONS ACT, 1998)**

The Seller or awardee agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members

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of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

**5. Section A, Clause A.74, is added as follows:**

**A.74 LOBBYING RESTRICTION (ENERGY & WATER DEVELOPMENT  
APPROPRIATIONS ACT, 1999)**

The Seller or awardee agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

**6. Section A, Clause A.75, is added as follows:**

**A.75 FAR 52.215-27 TERMINATION OF DEFINED BENEFIT PENSION PLANS  
(SEP 1989)**

The Seller shall promptly notify FDF in writing when it determines that it will terminate a defined benefit pension plan or otherwise recapture such pension fund assets. If pension fund assets revert to the Seller or are constructively received by it under a termination or otherwise, the Seller shall make a refund or give a credit to FDF for its equitable share as required by FAR 31.205-6(j)(4). The Seller shall include the substance of this clause in all subcontracts under this contract which meet the applicability requirement of FAR 15.804-8(e).

**7. Section A, Clause A.76, is added as follows:**

**A.76 LOBBYING RESTRICTION (ENERGY & WATER DEVELOPMENT  
APPROPRIATIONS ACT, 2000)**

The Seller agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

**8. Section A, Clause A.77, is added as follows:**

**A.77 NOTICE REGARDING THE PURCHASE OF AMERICAN MADE EQUIPMENT  
AND PRODUCTS – SENSE OF CONGRESS**

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

**9. Section E, Clause E.6, FAR 52.215-14, Integrity of Unit Prices (OCT 1995) and  
Alternate I (APR 1991) is deleted in its entirety and replaced with the following:**

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**E.6 FAR 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997) AND ALTERNATE 1 (OCT 1997)**

- (a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs within contracts on a basis that ensures that unit prices are in proportion to the items' base cost (e.g., manufacturing or acquisition costs). Any method of distributing costs to line items that distorts unit prices shall not be used. For example, distributing costs equally among line items is not acceptable except when there is little or no variation in base cost. Nothing in this paragraph requires submission of cost or pricing data not otherwise required by law or regulation.
- (b) When requested by FDF, the Offeror/Seller shall also identify those supplies that it will not manufacture or to which it will not contribute significant value.
- (c) The Seller shall insert the substance of this clause, less paragraph (b), in all subcontracts for other than: acquisitions at or below the simplified acquisition threshold in FAR Part 2; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

**Alternate I (Oct 1997). As prescribed in 15.408(f)(2), substitute the following paragraph (b) for paragraph (b) of the basic clause:**

- (b) The Offeror/Seller shall also identify those supplies that it will not manufacture or to which it will not contribute significant value.

- 10. Section F, Clause F.9, FAR citation number, title, and effective date of clause is changed from: "FAR 52.230-5 Administration of Cost Accounting Standards (AUG 1987)" to: "FAR 52.230-4 Administration of Cost Accounting Standards (SEP 1987)".**

**END OF ADDENDUM**